side their county was held for centuries after the Admiral's court had been established. Piracy, for instance, was anciently tried by the common law; but in 1429, according to Mr. Marsden, the jurisdiction of the common law fell into desuetude. The reason given by Lord Coke for this fact was that just indicated, — that no jury could be found which knew of the piracy (Co. Lit. 391*a*; 13 Co. 51). The Admiral, sitting without a jury, could find the truth of facts wherever they happened. In view of this reason for the establishment of a court of Admiralty, it is curious to notice that in a few instances a jury was summoned into the court (pp. 35, 89, 122).

The series of records of the court does not begin till 1524, though its establishment was as early as the middle of the 14th century. There were at first several courts, — there being an Admiral of the West, an Admiral of the North, etc. Two records from the Court of Admiralty of the West (of the years 1390 and 1404) are here printed, having been removed by *Certiorari* into Chancery, and there preserved. Both records deal with alleged unlawful acts of the officers of the court. The other records here printed fall between the years 1527 and 1545.

As was natural, the jurisdiction of the Admiral was not at first sharply defined, and proceedings in Admiralty for contempt in suing in other courts, and writs of prohibition to the Admiral, were common pastime. The bulk of business was like that at present. Cases involving the law of shipping were much the most frequent; and there were many prosecutions for piracy, and disputes as to the title to vessels. Torts also were commonly dealt with; not exclusively what we should now regard as maritime torts. One is surprised, for instance, to find between 1527 and 1541 two actions of slander, — jurisdiction apparently being taken because the words were spoken on shipboard.

Several interesting documents are printed, — bills of lading, charter-parties, bills of sale, and bottomry bonds, or bills obligatory. An analogy between the bottomry bond and the policy of insurance is suggested by the case of The George Duffield (p. 106). Money having been lent on bottomry, the vessel was cast away at St. Michael's, not having completed the voyage. Recovery was nevertheless claimed on the bond upon two grounds, — that the vessel was unseaworthy when she sailed, and that the master had abandoned her rather than repair and complete the voyage.

The editor mentions a libel upon a policy of insurance in the year 1550, — a very early example of such a suit. It is a pity that the printing of the records is not brought down far enough to include the case.

An excellent and artistic reproduction, in copper, of the seal of the Court of Admiralty accompanies the volume.

THE ELEMENTS OF JURISPRUDENCE. By Thomas Erskine Holland. D.C.L. Seventh Edition. Oxford: Clarendon Press, 1895. 8vo. pp. xx, 402.

Mr. Holland's book, first published in 1882, has never gone four years without a new edition, and as a treatise on Jurisprudence deserves the popularity which the new editions show that it has enjoyed. Eminently readable, never digressing, as Austin does, to wrestle with giants which do not lie in its path, it furnishes a compact view of the essentials of law from an Anglo-Saxon standpoint. It is never to be forgotten, however,

that Mr. Holland frankly stays at this standpoint. He digresses, when he does digress, into saying that the English law on this point is so and-so; and those digressions, while they cannot injure, mar the otherwise straightforward consistency of his attachment to his plan.

One point in his classification seems not so good as it might be. Mr. Holland includes in rights *in personam* those legal phenomena which occur when a carrier or an innkeeper is bound by his calling to certain relations with travellers. Now, it is absurd, or at least useless, to discuss the right which all the world have to the service of an innkeeper as the right of special persons. It serves no purpose to say that Mr. Holland has a right to be carried on the Central Pacific Railway. The relation which that phrase expresses is better to be spoken of as the railway's duty than as the right of any member of the public. It is therefore submitted that a better classification than

Rights { (*a*) *In rem.* (*b*) *In personam.*

is the following: —

Relations { (*a*) Rights *in rem.* (*b*) Rights *in personam.* (*c*) Duties *in rem.*

This last class includes such duties as a carrier's, a public official's, &c. Sir Frederick Pollock has spoken of this as a defect in classification. It is more than merely that. It has led Mr. Holland to neglect the very important third class.

As one turns over the pages and sees the apt use which is made of American authorities, one is led to a regret, which cannot include blame, that Mr. Holland has not gone farther in our field. The criticism of Coke's phrase about "An Act . . . against Common Right" (and therefore void) might well be illustrated with Mr. Justice Gray's learned note to *Paxton's Case*, Quincy (Mass.) 51, which treats of the American cases on that point. Some mention of the rout of the Illinois notion of degrees of negligence in the recent reports would seem worth while. So also Mr. Holland's point on page 116 about the rights of the State as such, which he illustrates by the form of prosecution. *The Queen* v. *A. B.*, and *People* v. *A. B.*, would be more neatly illustrated by the far more common American form, *The State* v. *A. B.*, of which he seems to be unaware. And other illustrations might be multiplied if there were not a fear that they might be thought to indicate something wanting. The book is not wanting in good illustrations. Indeed, it is their aptness and number which make one wish that little points like those just mentioned could have been looked on with the aid of every American doctrine or practice which could help on the good work.

R. W. H.

DES CONTRATS PAR CORRESPONDANCE. Par Jules Valery. Paris: Thorin et Fils, 1895. pp. xvi, 461.

It is very refreshing to find some of the subjects which are well threshed out in our common law jurisdictions discussed by a foreigner in the lights in which the needs of his law present them to him.

In the first place the question of the time of acceptance and offer is thoroughly discussed, with a good bibliography; and the respective the-